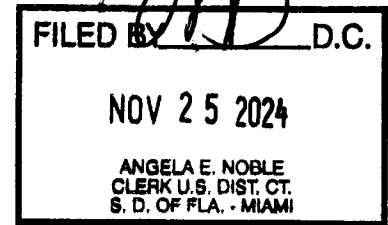


Florida

Wilkie D Ferguson Jr courthouse

400 North Miami Avenue
Miami, FL 33128
11th judicial district



24 - 23962 - CV - BB

Miami-Dade

PLAINTIFF:

Rionne Jackson
21001 San Simeon way
Miami, Florida 33179

DEFENDANTS:

RKW RESIDENTIAL
8200 NW 33rd Street, Suite 340
Doral, FL 33122

Rivergate KW Management
8200 NW 33rd street, Suite 340
Doral,FL,33122

Amended
Complaint


1. The plaintiff, Rionne Jackson, a resident of Miami-Dade County in the state of Florida, alleges that the defendants, RKW Residential(trademarked) and Rivergate KW Management(owner of the trademarked name) resides in the city of Miami and the state of Florida, are authorized to conduct business within the state of Florida, are breaching the lease agreement due to nonperformance .
2. The defendant, Rivergate KW Management, being the owner of RKW Residential, is responsible for overseeing and implementing the policies that are currently in place, playing a highly significant role that led to the breach and discrimination described herein .(attachment provided below)
3. The court has subject matter jurisdiction over this legal matter because the claim falls under the Equal Credit Opportunity Act (ECOA). Inside of this federal act it states that an individual cannot be discriminated against based on the individuals age given that they have the capacity to contract. The defendants (RKW Residential & Rivergate KW

management) failing to accept and complete their obligations to the lease agreement, are violating the ECOA.

4. This legal action is instituted for the breach of fiduciary duty arising within the framework of the contractual lease agreement, therefore breaching the contract. The action is also instituted for failing to provide proper disclosures in regards to the lease agreement. The defendant (RKW Residential) received the plaintiff's application (security collateral accompanied with a tender) and failed to open a required account on behalf of the principle, as FL statute 83.49 requires the landlord to do.
5. The disputed amount stands at \$156,408 (one hundred fifty-six thousand four hundred eight dollars), prompting the filing of the case in the 11th Judicial Court, chosen for its proper jurisdiction and venue.
6. The court also has supplemental jurisdiction over the state law claim, FL statute 83.49 because it is related to the federal claim and they both derive from the same transaction.
7. On August 20th, 2024, the plaintiff gave a security collateral , accompanied by explicit instructions, affording the defendant a grace period of three to five business days to apply the payment to the non interest bearing account on behalf of the principal (refer to Exhibit A).
8. Subsequent to this, the plaintiff dispatched further notices containing instructive content, coupled with security collateral, directing the defendant, RKW Residential to appropriately apply the payment to the principals aforementioned account, thus showing that the plaintiff is of age and not a minority, and has the capacity to contract.(refer to Exhibit B).
9. The defendant, RKW Residential, failed to provide the principal (Plaintiff) with their lease agreement disclosures after obtaining the application accompanied with its tender (security collateral) and has failed to properly conduct business in a manner that is beneficial to both parties.
10. Regrettably in accordance to the Equal Credit Opportunity Act and Florida statute 83.49 the defendant declined to fulfill their fiduciary responsibilities and disregarded their obligations providing dissatisfactory performance by disrupting a consumer business transaction, as well as disregarding the applicable laws that apply to the transaction(FL statute 83.49, exhibit C).
11. As a consequence of the defendant's neglect, the plaintiff has been deprived of the goods deriving from the contract, their valuable consideration ,and has endured defamatory harm to their character .

Wherefore the plaintiff requests from the court and demands from the defendants

1. Special performance of the contract or restitution of both parties in the amount of \$156,408
2. All pre and post court fees will be reimbursed to the plaintiff.
3. As well as whatever the court deems justifiable

 / Agent

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Proof
of Ownership



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Trademark

RKW RESIDENTIAL

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Mark Used In Connection With

REAL ESTATE SERVICES, NAMELY, PROPERTY MANAGEMENT,
RESIDENT SERVICES, ADVISORY SERVICES AND CONSTRUCTION
MANAGEMENT FOR MULTI-FAMILY REAL ...

Disclaimer For
"RESIDENTIAL"

Owners

Name & Address

RIVERGATE KW MANAGEMENT, LLC
8200 NW 33RD ST, STE. 300
MIAMI, FL 33122

Type/Class

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Cross Reference

No Cross Reference

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